

Troy T. Williams v. Capital One Bank(USA)N.A. and Equifax Information Services Inc.

Case No. 5:17-cv-01216-HNJ

**FILED**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA P 1:22  
EASTERN DIVISION

U.S. DISTRICT COURT  
N.D. OF ALABAMA

August 23, 2017

This document relates to:

**Troy T. Williams,** an:

Individual

*Plaintiff,*

V.

:  
**Case No. 5:17-cv-01216-HNJ**  
: PLAINTIFF DEMANDS TRIAL  
: BY JURY  
:  
:  
:

**Capital One Bank (USA)N.A.  
and Equifax Information Services  
Inc.**  
*Defendant(s)*

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**PLAINTIFF'S AFFIRMATION IN SUPPORT OF CERTIFICATE  
OF DEFAULT**

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I, Troy T. Williams, of Harvest, in Madison Alabama, MAKE OATH  
AND SAY THAT:

1. I am the Plaintiff in this action.

2. This action was commenced pursuant to FCRA § 1681i and any parts and sub-parts that apply, out of state law violations, and out of the invasion of Plaintiff's personal and financial privacy by defendant(s), co-defendant "Equifax".
3. The time for defendant(s), co-defendant "Equifax", to answer or otherwise move with respect to the Complaint herein has expired.
4. Defendant(s), co-defendant "Equifax", has not answered or otherwise moved with respect to the Complaint and the time for defendant(s), co-defendant "Equifax", to answer or otherwise move has not been expanded.
5. That defendant(s), co-defendant "Equifax", is not an infant or incompetent, nor defendant(s), co-defendant "Equifax", is not presently in the military service of The United States as appears from all information and belief concerning litigant.
6. Defendant(s), co-defendant "Equifax", is indebted to Plaintiff, Troy T. Williams, in the following manner for all claims and damages alleged in his Complaint for non-answer and non-appearance. The damages are as follows: (1) mental anguish:\$300,000, [see OrkinExterminining Co. v. Jeter] (2) anger:\$40,000 [see Kenny v.

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R&R Corp.] (3) anxiety: **\$60,000** [see Beldo v. University of Massachusetts, Boston] (4) depression:**\$60,000** [see Beldo v. University of Massachusetts, Boston] (5) invasion of privacy:**\$300,000** [see Said v. Northeast Security (1996)] (6) headaches:**\$50,000** [see Eng v. American Pie Inc. (1998)] (7) worry:**\$250,000** [see Samuelson v. Sungard Financial Systems Inc. (1998)] (8) frustration: (unknown) [see MCAD v. Franzaroli (1970)] (9) sleep deprivation:**\$100,000** [see Guth v. Faradellos (1996)] (10) stomach problems: **\$250,000** [see Chanson v. Westinghouse Corp., (1995)] (11) humiliation:**\$275,000** [see Tosti v. Ayik (1987)] (12) loss of enjoyment of life:**\$250,000** [see Samuelson v. Sungard Financial Systems Inc., (1998)].

Total Actual Damages: **\$1,935,000**

This is actual damages less punitive, compensatory, nominal, fees, costs and less the 6.5yrs that “Equifax” has inaccurately reported information on Williams’ credit report. Plaintiff, Williams, will leave these, (these being punitive, compensatory, nominal, fees, costs and 6.5yrs of inaccuracyto the discretion of the Court for a just and fair assessment).

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For 6.5yrs of actual damages: **\$1,935,000 x 6.5yrs = \$12,577,500**

This figure does not include damages for other “counts” mentioned in Complaint and will be left to the discretion of the Court for just and fair assessment.

**Statutory Damages:** four counts of violation of the FCRA.

(1) 4 counts (\$1,000per offence) x 2mths(plaintiff commenced suit)  
= **\$8,000**

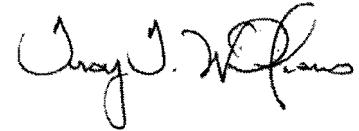
**Wherefore**, Plaintiff, Troy T. Williams, requests that the default of defendant(s), co-defendant “Equifax”, be noted and a certificate of default be issued.

In accords with **28 U.S.C. § 1746**, I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge, information and belief, that the amount claimed is justly due to the Plaintiff and that no part thereof has been paid.

Respectfully submitted,

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Respectfully submitted,



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